IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No.110

RSA No.3103 of 2017 (O&M)
Date of decision: 03.07.2017

Parshant Kumar ....Appellant

versus

State Bank of India ....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Anand Singh, Advocate
for the appellant.

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DEEPAK SIBAL, J. (Oral)

CM No.7695-C of 2017

For the reasons mentioned in the application, delay of 40 days in filing of the appeal is condoned.

CM stands disposed of.

RSA No.3103 of 2017

The respondent-State Bank of India (for short the 'Bank') instituted a suit against the defendant-appellant seeking therein recovery of ₹81,373/- alongwith interest and other charges. The case set up by the respondent-Bank was that the defendant-appellant had sought from the Bank ₹49,800/- as loan which was sanctioned and disbursed on 19.11.2007. Before such disbursement, an agreement was signed between the parties, which was to the effect that the defendant-appellant would repay the loan amount in 60 monthly installments of ₹8307/- each plus interest. The appellant's non adherence to the repayment schedule had led to the filing of the suit.

In order to prove its case, the respondent-Bank led both oral and documentary evidence.

No evidence was led by the defendant-appellant.

The Trial Court rejected the suit of the Bank being time-barred as the default on the part of the appellant to pay the amount in question was found to be three years prior to the filing of the suit. Revival letters Ex.P-7 and Ex.P-8 dated 19.10.2010 and 25.09.2013 respectively, had been got exhibited and proved by the Bank to show that the suit filed in the year 2014 was well in time. However, the Trial Court held that the afore-referred letters had been written and signed at the time of disbursal of the loan as the Trial Court was of the opinion that Banks in general took signatures of borrowers on several papers at the time of disbursal of loans which would have included the above letters also. The Trial Court further held the above letters to be forged documents.

The Bank challenged the order of the Trial Court before the Appellate Court which concluded that sans any evidence on the record the Trial Court should have not formed an opinion that the letters Ex.P-7 & Ex. P-8 were written at the time when the loan was disbursed. The Appellate Court was further of the opinion that the Trial Court could have not imposed its own experiences that it was a common trend in the Banks of obtaining signatures of the borrower on several papers at the time of disbursing the loan leading to the presumption by it that letters Ex.P-7 and Ex.P-8 would have also been got signed by the Bank from the appellant at the time of disbursal of the loan. Accordingly, the Appellate Court reversed the findings of the Trial Court and held that the suit had been filed by the Bank within the time prescribed by the Limitation Act, 1963 (for short the 'Act'). The Appellate Court further being of the opinion that the appellant-Bank had convincingly proved its case by leading cogent evidence which had not been controverted by the appellant-defendant, as no evidence was led by him, decreed the suit of the respondent-Bank.

Learned counsel for the appellant assails the impugned judgment and decree by submitting that the appellant who was a poor agriculturist had been made to sign several documents at the time of the disbursement of the loan which included the afore-referred letters Ex.P-7 and Ex.P-8 and thus the Trial Court had rightly held the suit of the respondent-Bank to be time barred. Accordingly, it was urged that the impugned judgment and decree be set aside and the decision of the Trial Court restored.

I have considered the above submission but the same fails to impress me. It is the admitted position that the loan was disbursed by the respondent-Bank to the appellant on 19.11.2007. The same was to be repaid in 60 monthly instalments. It is not disputed that the appellant has defaulted in repayment of the said loan. Revival letters Ex. P-7 & P-8 dated 19.10.2010 and 29.09.2013 respectively were exhibited and duly proved by the respondent-Bank through cogent evidence. The same remained uncontroverted as no evidence was led by the appellant. It was thus proved by the respondent-Bank that till September 2013 efforts were being made by it to recover its dues from the appellant. The suit filed by the respondent-Bank in the year 2014 was therefore rightly held by the Appellate Court to be within the period of limitation of 3 years as prescribed by the Act.

The finding of the Trial Court that letters Ex.P-7 & P-8 were signed at the time of disbursement of the loan by the same person and in the same writing was the finding which, in my opinion, was rightly reversed by the Appellate Court as such finding not based on any evidence and was purely conjectural.

A perusal of the impugned judgment further goes on to show that the appellant in its written statement had not denied his signatures on Ex. P-7 & P-8. It was further not the case of the appellant that his signatures were obtained by the respondent-Bank at the same time and on one ocassion. The Appellate Court, after perusing both the documents Ex. P-7 & P-8 has returned a specific finding that Ex.P-7 has been written by a pen in black colour whereas Ex.P-8 has been filled up with a different pen in blue ink and both these documents refer to different dates. These findings have not been questioned before me.

I am also in agreement with the findings returned by the Appellate Court that the Trial Court erred in declaring Ex.P-7 & P-8 to be forged documents as there was no evidence on record to arrive at such a finding.

In view of the above, the finding of the Trial Court to dismiss the suit as time barred has rightly been reversed by the Appellate Court.

Since no findings on the merits of the suit had been returned by the Trial Court, the Appellate Court had the option of remitting the matter to the Trial Court for decision on merits. However, in the peculiar facts of the present case, where the respondent-Bank had led cogent evidence to prove its case on merits and no evidence whatsoever had been led by the appellant, I am of the view that the Appellate Court, to cut-short the litigation, especially when the same only pertained to a sum of ₹81,373/-, rightly opted to decide the matter itself especially when even before me, there is no serious challenge by the counsel for the appellant to the findings returned on the merits of the case.

In view of the above, I find no question of law, much-less any substantial question of law, which arises for consideration in the present appeal.

Dismissed.

(DEEPAK SIBAL)
JUDGE

03.07.2017
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No